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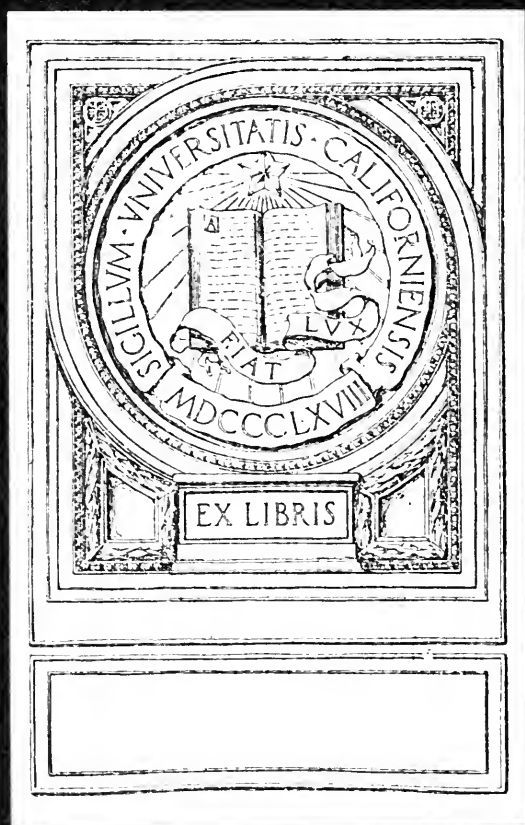
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IN THE

SOVEREIGN GRAND LODGE

I. O. O. F.

PATRIARCH J. B. WILSON,

Appellant,

vs.

odd fellows. S. F.

" GOLDEN GATE ENCAMPMENT,

Respondent.

Appeal from the Grand Encampment of California.

BRIEF FOR RESPONDENT.

CHAS. N. FOX, P. G. M.,

For Respondent.

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S4 G63

1880

IN THE SUPREME GRAND LODGE,

I. O. O. F.

PATRIARCH J. B. WILSON,

Appellant,

vs.

GOLDEN GATE ENCAMPMENT,

Respondent.

APPEAL FROM THE GRAND ENCAMP-
MENT OF CALIFORNIA.

BRIEF FOR RESPONDENT.

The By-Laws of Golden Gate Encampment fixing the rate of benefits, as amended, contains the following proviso:

"*Provided*, second: That when any patriarch has received in the aggregate, as sick benefits, the sum of \$1,000, he shall thereafter be entitled to and receive, during his sickness, the sum of \$2.00 per week only."

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Before the adoption of said proviso, Patriarch Wilson had received from the Encampment upwards of \$1,000 sick benefits. After its adoption, he continuing sick, the Encampment paid him regularly the sum of \$2.00 per week. He now claims that it should have paid him at the larger rate, to which he would have been entitled in the absence of the proviso; and demands payment of some \$800, the amount of the difference between the sum which he received after the adoption of the proviso, and the sum which he claims that he should have received. This demand the Encampment refused to comply with, and the Grand Encampment sustained it in such refusal; hence this appeal:

The decision of the Grand Encampment is so manifestly and directly in accord with the law as laid down by this Grand Lodge at its last session, in the matter of the appeal of H. T. Dorrence, P. G. M., from the action of the Grand Lodge of California, (Jour. 1880, P. 8329,) that but one conclusion can be reached, as to the object of this appeal; viz: ~~That it is~~ to secure a reconsideration of the question by this Grand Lodge.'

We feel hardly at liberty to assume that this Grand Body will again enter upon, or listen to a discussion of a question so recently and so plainly decided in accordance with a principle adhered to since the foundation of the Order; but if it should consent to do so, justice to this respondent, and to all the subordinates of our great Fraternity, must be our excuse for endeavoring to show that the law, as now established. is founded upon the

great principal of right, and that this appeal should be dismissed.

We will not discuss the question of the right of a subordinate to control its own finances, and within such limitations as may be provided by the Grand Body under which it exists, to regulate by by-law, the amount of its dues and benefits. This right has been so often asserted by this Grand Lodge as no longer to be open to discussion (See Dorrence's appeal above referred to, and cases there cited.)

.In fact, as to the *amount* of benefits to be paid, the subordinate is sovereign, so long as the laws of the State Jurisdiction are obeyed.

Journal 1864, pp. 3684, 3698.

There is nothing in the laws of the State Jurisdiction which limits the right of a subordinate to alter or amend its By-Laws in relation to the amount of benefits to be paid, at its pleasure, except that it shall not abolish all benefits. In practice, By-Laws of subordinates making such changes, come up for approval every year, and the right to make such change is constantly recognized and acknowledged.

The provision of By-Law under consideration in this case, is similar in principle, and in effect, to that considered by this Grand Lodge in 1871, when the action of the subordinate was fully sustained.

Journal 1871, pp. 5138, 5234.

There has been, in the entire jurisprudence of the Order, no single departure from the rule, that while the subordinate must pay some benefits to its sick and disabled members, the *amount* thereof may be fixed by its own By-Laws, subject to local regulation.

By-Laws are always made by their own terms subject to alteration or amendment, in a mode therein prescribed; and that they shall be so subject is a part of the obligation and covenant of, *and contract between*, the members of every subordinate. To deny the right of a subordinate to amend its By-Laws in this respect, would not only operate to impair the contract which members have made with each other on the subject, but would impair the very obligation of membership itself.

If, then, a subordinate can amend its By-Laws in this respect at any time, it follows that it can change the amount of benefit to be paid at any moment, and without regard to the question of who may be sick and entitled to benefits at the moment the change is made, or the amount of benefits which any member may have received prior to the change. If the amendment had been a general reduction of all benefits from \$10.00 to \$2.00 per week, without* regard to any amount that had been theretofore paid, it would have been in such strict accord with the law and the usage of the Order, that no one would have thought to question the right of the subordinate to make it. Why is it less lawful because it is only to apply

when, and after, the Patriarch shall already have received \$1000 in sick benefits?

If a subordinate can receive the financial, moral, and fraternal support of a member for a quarter of a century, under a By-Law allowing ten dollars per week sick benefits, but without having drawn a dollar, and then, in his old age, so reduce the amount as that, when taken sick for the first time in his life, he shall receive but two dollars per week, why can it not provide for such reduction to apply to members who have, and when they shall have already received from the common fund the sum of \$1000 in benefits actually paid? We can see no difference in the principle affecting the right, and assuredly the latter provision is more just than the former.

Being entirely uninformed, and unable to conceive, of any argument that has been or can be made in support of this appeal, we submit the case, with a prayer that the appeal be dismissed.

Fraternally,

CHAS. N. FOX, P. G. M.,
for Respondent.

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